# **OpenPay Terms of Service**

These Terms of Service govern your use of the website located at <a href="https://www.getopenpay.com/">https://www.getopenpay.com/</a> and any related services provided by OpenPay.

By accessing <a href="https://www.getopenpay.com/">https://www.getopenpay.com/</a>, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by OpenPay.

We, OpenPay, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on August 22, 2024.

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- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user's consent; or
- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

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In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### **Accuracy of Materials**

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OpenPay has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval or control by OpenPay of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

## **Right to Terminate**

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

#### **Severance**

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

# **Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of New York, NY.. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.